

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000066611		PAGE 1 OF 43	
2. CONTRACT NO. SPE604-19-D-7518		3. AWARD/EFFECTIVE DATE 07/30/2019		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE60418R0406	
6. SOLICITATION ISSUE DATE 06/08/2018		7. FOR SOLICITATION INFORMATION CALL:		8. OFFER DUE DATE/ LOCAL TIME 07/23/2018 4:30 PM EST			
9. ISSUED BY DLA ENERGY INSTALLATION ENERGY 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VA 22060		CODE SPE604		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 221210 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD: 1000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO U.S. NAVAL STATION GUANTANAMO BAY, CUBA		CODE		16. ADMINISTERED BY SEE BLOCK 9		CODE	
17a. CONTRACTOR/ OFFEROR SCHUYLER LINE NAVIGATION COMPANY 130 SEVERN AVE STE 201 ANNAPOLIS, MD 21403		CODE 6U8J1 FACILITY CODE		18a. PAYMENT WILL BE MADE BY To be provided on the individual Delivery Orders.		CODE	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO. 1	20. SCHEDULE OF SUPPLIES/SERVICES LIQUEFIED NATURAL GAS 6830-01-672-6379			21. QUANTITY 2,253,171	22. UNIT 1	23. UNIT PRICE 	24. AMOUNT
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA To be provided on the individual Delivery Orders.					26. TOTAL AWARD AMOUNT (For Govt. Use Only) 		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1, 52 212-4. FAR 52.212-3 AND 52 212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52.212-5 IS ATTACHED. ADDENDA					<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SLNC OFFER DATED 10/15/2018 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: 0001		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <div style="text-align: right; font-size: small;">RALPH, CYNTHIA, G. 1161796382 (Digitally signed by Cynthia G. Ralph, DN: cn=Cynthia G. Ralph, o=Department of Defense, ou=Defense Information Systems Agency, email=Cynthia.G.Ralph@dod.mil)</div>			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Cynthia G. Ralph		31c. DATE SIGNED 30 July 2019	

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Part I -- The Schedule

Section A – Solicitation/Contract Form

Section B – Supplies, Services and Pricing

B.1 General Requirement – Naval Station Guantanamo Bay (NSGB), Cuba anticipates requiring the delivery of an estimated 2,253,171 MMBtu of liquefied natural gas (LNG) during the 5-year term of the requirements contract. The following details apply:

B.1.1 Delivery point: FOB Destination.

B.1.2 Pricing: Contractor's proposed price is a firm, fixed price, per unit basis and includes (but not be limited to) all price, costs, and fees for the LNG and all associated taxes, permits, licenses, transportation, and any other costs that could arise in meeting this requirement.

B.2 CLIN Description –

Contract Line Item Number (CLIN)	Item/NSN	Estimated Quantity (MMBtu)	Awarded Unit Price (\$/MMBtu)	Estimated Price
0001	Liquefied Natural Gas (LNG) 6830-01-672-6379	2,253,171		
TOTAL:		2,253,171		

B.3 Estimated quantities to be delivered – Once the combined cycle power plant at NSGB is operational, LNG will be required on a bi-weekly (twice a month) delivery schedule. The Government and Contractor shall cooperate to determine timing and quantities for resupply deliveries based on actual daily LNG fuel consumption at NSGB in order to maintain a reserve inventory of an average 14 days consumption, or about 31,460 MMBtu of LNG. The cited quantity constitutes the Government's best estimate for the indicated performance period and is subject to change. There is no guaranteed minimum for this requirements contract.

B.3.1 Annual LNG requirements are estimated at 813,722 MMBtu based on the monthly usage profile below:

Annual requirement:			
Month	MMBtu	Month	MMBtu
Jan	64,196	Jul	78,663
Feb	58,776	Aug	76,855
Mar	54,250	Sep	70,525
Apr	69,624	Oct	71,432
May	73,239	Nov	63,294
Jun	69,624	Dec	63,294

B.3.2 Commissioning, Testing and Top Off period LNG requirements are estimated to be 93,961 MMBtu based on the usage profile below:

Commissioning / Testing / Top Off:		
Month/ Year	MMBtu	Type
March 2021	15,520	Initial cool down and commissioning of the LNG facility
August 2021	15,520	CCPP commissioning
November 2021	62,921	Top-Off

Section C – Description/Specifications/Statement of Work

C.1 Specifications: Specifications shall be adhered to in accordance with Attachment 3 and Table 1.1 below:

Table 1.1

Component	Units	Rich Composition	Lean Composition	Average Composition	Suggested Limits for LNG when converted into gaseous state	
Nitrogen	mol%	0.486	0.713	0.495	1.500	Maximum
Methane	mol%	89.299	97.682	96.605	92.000	Minimum
Ethane	mol%	7.601	1.342	2.476	8.000	Maximum
n-Propane	mol%	1.832	0.171	0.270	2.500	Maximum
Maximum Butane and heavier ("C4+")	mol%				2.000	Maximum
i-Butane	mol%	0.359	0.035	0.059	See C4+	Maximum
n-Butane	mol%	0.280	0.027	0.050	See C4+	Maximum
i-Pentane	mol%	0.073	0.015	0.016	See C4+	Maximum
n-Pentane	mol%	0.035	0.008	0.012	See C4+	Maximum
Hexane	mol%	0.031	0.001	0.011	See C4+	Maximum
Carbon Dioxide	mol%	0.005	0.005	0.005	0.010	Maximum
Hydrogen	mol%				trace	Maximum
Oxygen	mol%				trace	Maximum
Molecular Weight	lb/lbmol	18.03	16.40	16.59		
Higher Heating Value	Btu/scf	1,109	1,017	1,031	1,000	Minimum
Lower Heating Value	Btu/scf	1,002	917	930	900	Minimum
Wobbe Index at 59F, 14.696 psia	Btu/scf (HHV)	1,406	1,351	1,362	1,350	Minimum
Methane Number (based on AVL calculation method)		73			75	Minimum
H2S	grains per 100 SCF				0.25	
Sulfur	grains per 100 SCF				1.35	

C.2 LNG Teaming Agreements: SLNC's teaming agreements with JAX LNG and Veterans Maritime are hereby incorporated by reference.

Section D – Packaging and Marking

RESERVED

Section E – Inspection and Acceptance

E.1 The Contractor shall provide a certification for each delivery including, but not limited to, the following information:

- (a) LNG composition,**
- (b) Higher Heating Value (HHV),**
- (c) Lower Heating Value (LHV) and**
- (d) Volume delivered.**

E.2 The Government will test each delivery by sampling the LNG for future analysis and will also vaporize small samples of LNG to run through an onsite gas chromatograph to confirm composition/LHV/HHV. Sampling will continue throughout the unloading period of up to 8 hours. During unloading the Contractor will also monitor delivery vessel tank levels, flow rates in the installation's piping and levels in the installation's LNG tanks to verify delivered volumes.

E.3 Measurement and Tests – The Contractor shall further abide by the measurement and test criteria as set forth in Attachment 2.

E.4 Quantities Delivered –

Calculation of MMBtu Quantities – The quantity of MMBtu delivered shall be calculated by the Contractor and verified by the Government. The Government may require the measurements and calculations and/or verification by an independent surveyor. If the quantity calculated by the Contractor is not confirmed by the independent surveyor, the Contractor shall be responsible for the expense incurred by the Government in hiring a surveyor.

E.5 Determination of Gross Heating Value – All component values shall be in accordance with the latest revision of GPA Standard 2145 SI (2009) - Physical Constants for Hydrocarbons & Other Compounds of Interest to the Natural Gas Industry and the latest revision of the reference standards therein. Standard reference conditions for Hi component should be 15°C & 101.325 kPa.

E.6 Determination of Volume of LNG Loaded – The LNG volume in the tanks of the LNG transport vessel(s) (LNG Tanker) before and after unloading (valves have to be closed) shall be determined by gauging on the basis of the tank gauge tables. During the period when measurement is occurring, no LNG cargo, ballast, boil-off gas, fuel oil or other cargo transfer activity will be carried out on the LNG Tanker, and the valves must be closed. Measurements shall first be made immediately before unloading commences. A second gauging shall be made immediately after unloading is completed. Accordingly,

the second gauging shall be conducted upon the confirmation of shut-off of the manifold ESD valves, with transfer pumps off and allowing sufficient time for the liquid level to stabilize. Measurements prior to unloading and after unloading will be carried out based on the condition of the LNG Tanker's lines upon arrival at berth. Since significant volumes of LNG may remain in the LNG Tanker's manifold and crossover, gauging will be performed with these lines in the same condition prior to unloading and after unloading. The volume of LNG remaining in the tanks immediately after unloading of the LNG Tanker shall be subtracted from the volume immediately before loading and the resulting volume shall be taken as the volume of the LNG delivered from the terminal to the LNG Tanker.

The volume of LNG stated in cubic meters to the nearest zero point zero zero one (0.001) cubic meter, shall be determined by using the tank gauge tables and by applying the volume corrections set forth therein.

E.7 LNG Custody Transfer – The Contractor shall adhere to the principles and methods outlined in the LNG Custody Transfer Handbook by the International Group of Liquefied Natural Gas Importers.

FAR 52.246-2 Inspection of Supplies -- Fixed-Price (Aug. 1996)

(a) *Definition.* “Supplies,” as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient

performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either

(1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or

(2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)

(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time --

(i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and

(ii) When the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor

(1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

Section F – Deliveries or Performance

FAR 52.247-34 F.o.b. Destination applies.

F.1 NSGB is a military facility and the Contractor shall expect limited logistical support from NSGB other than services required for connection and offloading of LNG transported.

F.1.1 The Contractor must provide and maintain its own transportation and loading/unloading equipment and vessels.

F.1.2 Port access and LNG offloading will be scheduled with the NSGB Port Operations Officer as to avoid disruptions to USN and United States Coast Guard (USCG) operations. All vessel activities will be arranged by the Dock Master and contracted port services contractor.

F.1.3 The Contractor operating the combined cycle power plant and LNG storage facility will provide qualified personnel to receive, load, transport, handle, and unload the LNG. This includes providing the vessel with hoses and piping as required for offloading the LNG.

F.1.4 The Contractor shall provide all loading of freight and ocean freight, off-loading, and handling as required.

F.1.4.1 The LNG Delivery Point will be at the LNG delivery vessel flange to which the government will attach the LNG facility's LNG hose.

F.2 Marine Insurance – Marine insurance (Hull & Machinery, Protection & Indemnity, etc.) shall be furnished by the contractor at no additional cost to the Government.

F.3 Ship Arrival –

F.3.1 All passengers on board ships/vessels transporting LNG to NSGB must complete the required entry approval process not less than 60 days prior to departure of vessel from the port of embarkation. The contractor shall furnish to the Contracting Officer the following information:

- a) Name of vessel.
- b) Place of registry and registry number.
- c) Name, nationality, passport number, and address of owner.
- d) Name, nationality, and address of operator.
- e) Gross tonnage, length, beam, and draft of vessel.
- f) Nationality and numbers of officers and crew (include crew list).
- g) Number of passengers (include passenger list).
- h) Last port of call prior to entry into Guantanamo Bay Naval Defense Sea Area.
- i) Purpose of visit.
- j) Proposed date of entry and estimated duration of stay.

F.3.2 Passengers and crew will be subject to base regulations and all applicable federal laws.

F.3.3 All personnel approaching and/or entering NSGB must submit a SECNAV 5512 security access request form. SECNAV 5512 forms are routed through local, U.S., and international security agencies. SECNAV 5512 forms take 15 business days for U.S. citizens and a minimum of 60 business days for all other personnel. Personnel without a cleared/accepted SECNAV 5512 form will not be granted access to NSGB and persons may be subject to isolation/holding. On long term contracts, the SECNAV 5512 form will be good for multiple visits within a single year.

F.3.3.1 A dedicated individual will be responsible for receiving the applicable SECNAV 5512 forms and routing the request through the proper security measures.

F.4 LNG Delivery Vessels –

F.4.1

F.4.2

Vessel Type	LNG Capacity, cu m	Length Overall, m	Beam, m	Draft (Summer), m
Articulated Tug Barge (ATB)	nominal 2,000	91 (including tug)	18.3	4.6
Small-Scale LNG (SSLNG) Carrier	up to 15,000	up to 155	up to 22.7	up to 8.5

F.4.2.1 Other vessels can be considered upon request by the Contractor. The pier accommodates larger vessels with displacement up to 41,000 metric tons for unloading of other liquid fuels such as motor gasoline, diesel and jet fuel, as follows:

LOA, up to: 256 m
Beam, up to: 32 m
Draft, up to: 10 m

F.5 Port Information –

F.5.1 Port Receiving Hours of Operations:

Monday through Saturday 0730-1700.
Closed on Sundays and all U.S. Federal Holidays.

F.5.2 Berthing shall be done during daylight only.

F.6 LNG Conditions on Barge/Vessel at Time of Delivery –

F.6.1 LNG Composition per paragraph C.1, above; terminal has gas chromatograph to verify delivered LNG composition and HHV

Minimum LNG Saturated Pressure	5 psig
Maximum LNG Saturated Pressure	20 psig
Average LNG Saturated Pressure	10 psig

F.7 Unloading Design Conditions –

F.7.1 LNG storage capacity is 62,921 MMBtu.

F.7.2 LNG unloading operations are estimated at up to one-half day (12 hours) per delivery.

F.7.3 The following design conditions apply to the LNG barges/vessels arriving at the Facility:

LNG Barge/Vessel Pump-out Pressure	150 psig
LNG unloading rate	250 cu m/hr.
LNG unloading connections	flanged connection with Powered Emergency Release Coupling (PERC) to 4" LNG hose; Emergency Shutdown (ESD) umbilical

F.8 LNG Deliveries and Storage –

Net LNG storage capacity	62,921 MMBtu
Average Daily LNG Consumption	2,229 MMBtu
Required LNG reserve	14 days, 31,460 MMBtu
Delivery Interval	up to 14 days

F.9 Mooring Analysis –

F.9.1 In accordance with maritime industry standards and practices, the Contractor shall perform their own mooring analysis.

F.9.2 The Contractor shall meet, at a minimum, the requirements in UFC 4-159-03 Mooring Service Type I (35 knots sustained winds, 1 knot current) OR use a standard quasi-static mooring analysis from PIANC.

F.9.3 Additionally, Contractor is responsible for ensuring that seismic requirements do not apply during fuel transfer.

F.9.4 Upon completion of the mooring analysis, the Contractor shall submit their report and vessel specifications to NSGB Port Operations Officer and NAVFAC SE.

F.10 LNG Tankers –

F.10.1 Each LNG Tanker shall comply with the regulations of, and obtain all Approvals required by, Governmental Authorities to enable such LNG Tanker to enter, leave and carry out all required operations at the NSGB Facility. Each LNG Tanker shall at all times have on board valid documentation evidencing all such Approvals. Each LNG Tanker shall comply fully with the International Safety Management Code for the Safe Operation of Ships and Pollution Prevention effective July 1, 1998, as amended from time to time, and at all times be in possession of valid documents of compliance and safety management certificates, and be able to demonstrate that the LNG Tanker has an effective management system in operation that addresses all identified risks, and provides proper controls for dealing with these risks.

F.10.2 Each LNG Tanker must satisfy the following requirements

F.10.2.1 Except as otherwise mutually agreed in writing by the Government and the Contractor, each LNG Tanker shall be of a sufficient size to load the applicable scheduled cargo quantity (subject to an Operational Tolerance of being within 2% of the scheduled cargo quantity).

F.10.2.2 Except as otherwise agreed in writing by the Contractor, which agreement shall not be unreasonably withheld, each LNG Tanker shall have a gross volumetric capacity of between two-thousand to fifteen-thousand (2,000-15,000) Cubic Meters.

F.10.2.3 Each LNG Tanker shall be, in accordance with International Standards, (i) fit in every way for the safe loading, unloading, handling and carrying of LNG in bulk at atmospheric pressure; and (ii) tight, staunch, strong and otherwise seaworthy with cargo handling and storage systems (including instrumentation) necessary for the safe loading, unloading, handling, carrying and measuring of LNG in good order and condition.

F.10.2.4 Each LNG Tanker shall at all times be maintained in class with any of the following: American Bureau of Shipping, Lloyd's Register, Bureau Veritas, Det Norske Veritas or any other classification society that is mutually agreeable to the Government and the Contractor.

F.10.2.5 Each LNG Tanker shall have been constructed to all applicable International Standards (including the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk).

F.10.2.6 Each LNG Tanker shall comply with, and shall be fully equipped, supplied, operated, and maintained to comply with, all applicable International Standards and Applicable Laws, including those that relate to seaworthiness, design, safety, environmental protection, navigation, and other operational matters, and all procedures, permits, and approvals of Governmental Authorities for LNG vessels that are required for the transportation, loading and unloading of LNG at the Port. Unless approved by the Contractor in writing, which approval shall not be unreasonably withheld or delayed, an LNG Tanker shall be prohibited from engaging in any maintenance, repair or in-water surveys while berthed at the NSGB Facility. Each LNG Tanker shall comply fully with the applicable guidelines of any Governmental Authority of the United States of America, including the National Oceanographic and Atmospheric Administration (NOAA), in relation to actions to avoid strikes in the waters of the United States of America with protected sea turtles and cetaceans (e.g., whales and other marine mammals) and with regard to the reporting of any strike by the LNG Tanker which causes injury to such protected species.

F.10.2.7 The officers and crew of each LNG Tanker shall have the ability, experience, licenses and training commensurate with the performance of their duties in accordance with internationally accepted standards with which it is customary for Reasonable and Prudent Operators of LNG vessels to comply and as required by Governmental Authorities and any labor organization having jurisdiction over the LNG Tanker or her crew. Without in any way limiting the foregoing, the master, chief engineer, all cargo engineers and all deck officers shall be fluent in written and oral English and shall maintain all records and provide all reports with respect to the LNG Tanker in English.

F.10.2.8 Each LNG Tanker shall have communication equipment complying with applicable regulations of Governmental Authorities and permitting such LNG Tanker to be in constant communication with the NSGB Facility and with other vessels in the area (including fireboats, escort vessels and other vessels employed in port operations).

F.11 Notices –

F.11.1 As soon as practicable after the LNG Tanker's departure from the point of departure enroute to the NSGB Facility, the Contractor shall notify, or cause the master of the LNG Tanker to notify, the Government of the information specified below (the “In-Transit First Notice”):

- a. name of the LNG Tanker and, in reasonable detail, the dimensions, specifications, tank temperatures, volume of LNG onboard, operator, and owner of such LNG Tanker;
- b. any operational deficiencies in the LNG Tanker that may affect its performance at the NSGB Facility or berth; and ETA.

F.11.2 With respect to each LNG Tanker scheduled to call at the NSGB Facility, the Contractor shall give, or cause the master of the LNG Tanker to give, to the Government the following notices:

- a. A second (2nd) notice (“In-Transit Second Notice”), which shall be sent ninety-six (96) hours prior to the ETA set forth in the In-Transit First Notice, stating the LNG Tanker's then ETA. If, thereafter, such ETA changes by more than six (6) hours, the Contractor shall give promptly, or cause the master of the LNG Tanker to give promptly, to the Government notice of the corrected ETA;
- b. A third (3rd) notice (“In-Transit Third Notice”), which shall be sent twenty-four (24) hours prior to the ETA set forth in the In-Transit Second Notice (as corrected), confirming or amending such ETA. If, thereafter, such ETA changes by more than three (3) hours, the Contractor shall give promptly, or cause the master of the LNG Tanker to give promptly, to the Government notice of the corrected ETA;
- c. A fourth (4th) notice (“In-Transit Final Notice”), which shall be sent twelve (12) hours prior to the ETA set forth in the In-Transit Third Notice (as corrected), confirming or amending such ETA. If, thereafter, such ETA changes by more than one (1) hour, the Contractor shall give promptly, or cause the master of the LNG Tanker to give promptly, to the Government notice of the corrected ETA.

F.12 Berth Time –

F.12.1 The allotted berth time for each LNG Tanker (“Allotted Berth Time”) shall be up to 12 hours.

F.12.2 The allotted Berth Time shall be extended by any period of delay that is caused by:

- a. reasons attributable to the Government, a Governmental Authority, Transporter, the LNG Tanker or its master, crew, owner or operator or any Third Party outside of the reasonable control of the Contractor;
- b. Force Majeure;
- c. unscheduled curtailment or temporary discontinuation of operations at the NSGB Facility necessary for reasons of safety;
- d. time at berth during cool-down; and
- e. nighttime transit restrictions.

F.12.3 The actual berth time for each LNG Tanker (“Actual Berth Time”) shall commence when the pilot from the customary pilot boarding station at NSGB boards the

LNG Tanker to regulate transit and berthing of vessels and shall end when the LNG transfer and return lines of the LNG Tanker are disconnected from the NSGB Facility's LNG transfer and return lines and the LNG Tanker is cleared for departure and able to depart.

F.13 Schedule of Contractor's LNG Terminals Shutdowns for Turnaround –

(a) Within 30 days from the date of contract award, the Contractor shall furnish to the Contracting Officer a tentative LNG terminal shutdown schedule for the contract period in order that the placement of orders and the delivery of supplies as set forth under the DELIVERY AND CONTRACT PERIODS or the DELIVERY AND ORDERING PERIODS contract provisions may be adjusted to provide for delivery of the entire contract quantity. The schedule will identify the specific period(s) when the LNG terminal will be shut down and the effect that the shutdown will have on availability of each product under the contract. Any revisions to this schedule will necessitate prior notice of at least 60 days in order to coordinate the placement of orders for the delivery of the entire contract volume.

(b) If the Contractor cannot provide the 60 days advance notice, then, at no additional cost to the Government, the Contractor shall maintain sufficient inventory to make deliveries in support of the ordering activities' requirements or the Contractor shall provide for an alternate source for product during the shutdown period(s).

F.14 Tanker Inspection –

F.14.1 During the Term, on prior reasonable notice to the Contractor, the Government may send its representatives (including an independent internationally recognized maritime consultant) to inspect during normal working hours any LNG Tanker as the Government may consider necessary to ascertain whether the LNG Tanker complies with the contract. Any such inspection may include, as far as is practicable having regard to the LNG Tanker's operational schedule, examination of the records related to the LNG Tanker's hull, cargo and ballast tanks, machinery, boilers, auxiliaries and equipment; examination of the LNG Tanker's deck, engine and official log books; review of records of surveys by the LNG Tanker's classification society and relevant Governmental Authorities; and review of the LNG Tanker's operating procedures and performance of surveys, both in port and at sea. Any inspection carried out: (a) shall not interfere with, or hinder, any LNG Tanker's safe and efficient operation; and (b) shall not entitle the Government or any of its representatives to make any request or recommendation directly to Transporter except through the Contractor. No inspection (or lack thereof) of an LNG Tanker hereunder shall: (i) modify or amend the Contractor's obligations, representations, warranties, and covenants hereunder; or (ii) constitute an acceptance or waiver by the Government of the Contractor's obligations hereunder.

DFARS 252.247-7014 DEMURRAGE (DEC 1991)

The Contractor shall be liable for all demurrage, detention, or other charges as a result of its failure to load or unload trucks, freight cars, freight terminals, vessel piers, or warehouses within the free time allowed under applicable rules and tariffs.

Section G – Contract Administration Data

G.1 Reserved.

G.2 Invoice Numbering Requirements:

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions.

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

The Routing Data Table below will be populated prior to the Contractor’s first invoice.

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC**	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

Section H – Special Contract Requirements

DFARS 252.247-7023 Transportation of Supplies by Sea – Basic (FEB 2019)

(a) *Definitions.* As used in this clause—

“Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

“Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

“Foreign-flag vessel” means any vessel that is not a U.S.-flag vessel.

“Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

“Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

“Supplies” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) “Supplies” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—

(i) This contract is a construction contract; or

(ii) The supplies being transported are—

(A) Noncommercial items; or

(B) Commercial items that—

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date

will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall—

- (1) Notify the Contracting Officer of that fact; and
- (2) Comply with all the terms and conditions of this clause.

(i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

Part II – Contract Clauses

Section I – Contract Clauses

FAR 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from November 2020 through June 2024.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government’s requirements do not result in orders in the quantities described as “estimated” or “maximum” in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after June 2024.

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the

subcontractor may have Federal contract information residing in or transiting through its information system.

**I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION
(DLA ENERGY FEB 2009)**

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care or fail to comply with the requirements of this contract and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local governments.

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (MAY 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Nov 2016) of 52.219-9.

___ (v) Alternate IV (Aug 2018) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

___ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

X (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019)

(22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

___ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

X (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805

note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

X (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

___ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the

subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR): <https://acquisition.gov/browsefar>

Defense Federal Acquisition Regulation Supplement (DFARS) and Procedures, Guidance, and Information (PGI): <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

FAR 52.202-1 Definitions

FAR 52.203-3 Gratuities.

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper

FAR 52.204-12 Unique Entity Identifier Maintenance.

FAR 52.204-18 Commercial and Government Entity Code Maintenance.

FAR 52.204-19 Incorporation by Reference of Representations and Certifications.

FAR 52.212-4 Contract Terms and Conditions--Commercial Items.

FAR 52.222-29 Notification of Visa Denial.

FAR 52.223-3 Hazardous Material Identification and Material Safety Data.

FAR 52.229-6 Taxes-Foreign Fixed-Price Contracts.

FAR 52.232-1 Payments.

FAR 52.232-11 Extras.

FAR 52.232-18 Availability of Funds.

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors.

FAR 52.233-1 Disputes.

FAR 52.242-13 Bankruptcy.

FAR 52.253-1 Computer Generated Forms.

DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials.

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights.

DFARS 252.204-7000 Disclosure of Information.

DFARS 252.204-7003 Control of Government Personnel Work Product.

DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting.

DFARS 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support.

DFARS 252.205-7000 Provision of Information to Cooperative Agreement Holders.

DFARS 252.211-7003 Item Unique Identification and Valuation.

DFARS 252.216-7006 Ordering.

(a) Such orders may be issued from November 2020 through June 2024.

DFARS 252.223-7001 Hazard Warning Labels.

DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.

DFARS 252.223-7008 Prohibition of Hexavalent Chromium.

DFARS 252.225-7002 Qualifying Country Sources as Subcontractors.

DFARS 252.225-7012 Preference for Certain Domestic Commodities.

DFARS 252.225-7021 Trade Agreements.

DFARS 252.225-7041 Correspondence in English.

DFARS 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.

DFARS 252.229-7000 Invoices Exclusive of Taxes or Duties.

DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.

DFARS 252.232-7010 Levies on Contract Payments.

DFARS 252.233-7001 Choice of Law (Overseas).

DFARS 252.243-7002 Requests for Equitable Adjustment.

DFARS 252.244-7000 Subcontracts for Commercial Items.

